DOCUMENT RESUME

ED 278 338 HE 020 026

TITLE Collective Bargaining Agreement between Board of Regents, State University System of Florida, University of South Florida, and Graduate Assistants United, United Faculty of Florida, April 26, 1985-June 3, 1987.

INSTITUTION Florida State Board of Regents, Tallahassee.; National Education Association, Washington, D.C.; University of South Florida, Tampa.

PUB DATE 26 Apr 85

NOTE 31p.

PUB TYPE Legal/Legislative/Regulatory Materials (090) -- Tests/Evaluation Instruments (160)

EDRS PRICE MF01/PC02 Plus Postage.

DESCRIPTORS Arbitration; *Collective Bargaining; *Contracts; Employment Practices; Evaluation Criteria; *Graduate Students; Grievance Procedures; Higher Education; Personnel Policy; Records (Forms); *Research Assistants; *State Universities; *Teaching Assistants; Unions

IDENTIFIERS Dues Checkoff; National Education Association; *NEA Contracts; *University of South Florida

ABSTRACT

The collective bargaining agreement between the Board of Regents of the State University System of Florida, the University of South Florida, and Graduate Assistants United, the United Faculty of Florida, covering the period April 26, 1985-June 3, 1987 is presented. The bargaining unit covers the following employees: graduate research associates and assistants, graduate teaching associates and assistants, and graduate assistants. Items covered in the agreement include: unit recognition; appointments, reappointments, and terminations; employment performance evaluation; employee evaluation file; academic freedom; workload; outside employment/conflict of interest; nondiscrimination; copyrights and patents; inability to serve; grievance procedure and arbitration; tuition and fee waivers; use of facilities; dues deduction; and insurance deduction. An assignment dispute resolution form is appended, along with a dues check-off authorization form, a grievance form, and a notice of arbitration form. (SW)

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ED278338

COLLECTIVE BARGAINING AGREEMENT

between

BOARD OF REGENTS,
STATE UNIVERSITY SYSTEM OF FLORIDA

UNIVERSITY OF SOUTH FLORIDA

and

GRADUATE ASSISTANTS UNITED,
UNITED FACULTY OF FLORIDA

1985 - 1987

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ARTICLE 1

RECOGNITION

Pursuant to the certification of the Florida Public Employees Relations Commission, dated June 18, 1980, of the United Faculty of Florida (UFF) as the exclusive representative, solely for the purpose of collective bargaining with respect to wages, hours, and other conditions of employment as specifically set forth in the Agreement, for all employees in the bargaining unit described in said certification, the Board of Regents has entered into this Agreement. The bargaining unit is described in said certification but, for convenience, may be described as follows:

> Employees in the following titles at the University of South Florida:
>
> Graduate Research Assistant,
> Graduate Research Associate,
> Graduate Teaching Assistant,
> Graduate Teaching Associate, and
> Graduate Assistant.

Nothing contained in this Agreement shall be construed to prevent the Board or its representatives from meeting with any individual or organization to hear views on any matter; provided, however, that as to any such matter which is a proper subject of collective bargaining and covered by a term of this Agreement, any changes or modification shall be made only through negotiations and agreement with UFF.

ARTICLE 2

APPOINTMENTS, REAPPOINTMENTS, AND TERMINATIONS

2.1 Letter of Appointment. The University shall make appointments on standard letters of appointment, signed by a representative of the University designated by the president or representative and the appointee. The letter of appointment shall be sent to the appointee within 10 days after the conditions necessary for the appointment have been met. No salary shall be paid in the absence of a signed letter of appointment properly on file with the University. The University may add additional informational items but may not thereby abridge the rights or benefits provided in this Agreement. The letter shall contain the following elements as a minimum:

(a) Date;

(b) Professional Classification System title and class code, if any;

(c) Employment unit (e.g., department, college, institute, area, center, etc.);

(d) Length of appointment;

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(e) Special conditions of employment;

(f) Name of supervisor;

(g) A statement that the employee's signature thereon shall not be deemed a waiver of the right to process a grievance with respect thereto in compliance with Article 11, Grievance Procedure;

(h) A statement that the appointment is subject to the constitutions and laws of the State of Florida, the rules and regulations of the Board and the University, and this Agreement;

(i) Percent of full-time effort (FTE) assigned; and

(j) Salary rate.

2.2 Reappointments. No appointment shall create any right, interest, or expectancy in any other appointment beyond its specific term.

2.3 Length of Appointment. Appointments may be for any period of time up to one calendar year. The Board of Regents and the UFF encourage the University to appoint the majority of employees to appointments of at least one academic year.

2.4 Notice. Employees serving in at least one semester appointment during an academic year, who will be offered an appointment to commence at the start of the Fall semester, will be so notified not later than April 30.

2.5 Any appointment may be curtailed, diminished, or terminated at any time by reason of any of the following:

(a) Lack of funds;

(b) Failure of the employee, in the academic judgment of the University, to maintain satisfactory student status or to make appropriate progress toward the degree;

(c) Transfer of funds;

(d) No further need, in the opinion of the University, department, or other unit, for the functions being performed. If the functions are reinstated during the period of the employee's appointment, as specified in Article 2.1, the employee shall be reappointed to these functions for the remainder of such appointment period.

(e) Incompetence or misconduct of the employee; or

(f) Completion of degree requirements.

ARTICLE 3

EMPLOYMENT PERFORMANCE EVALUATION

.1 The job performance of each employee, whose term of appointment is he academic year or longer, shall be evaluated in writing at least once a ear. The annual employment evaluation shall include evaluation of assigned uties and such other responsibilities as are appropriate to the assignment. ersonnel decisions shall take such annual evaluations into account, provid- d that personnel decisions need not be based solely on written employment erformance evaluations.

.2 The employment evaluation shall, at the employee's request, be iscussed prior to being placed in the employee's evaluation file. The mployment evaluation shall be signed by the person who performed the valuation and shall be shown to the employee, who shall be given the pportunity to sign it. A copy of the employment evaluation shall be made vailable to the employee. The employee may attach a concise comment to the valuation. Student comments or evaluations need not be signed to be used or evaluation purposes.

.3 Observations or visitations for the purpose of evaluating employee erformance may be either announced or unannounced.

(a) Where a faculty member has responsibility for a laboratory or teaches a lecture course and research assistants/associates assist in the laboratory or teaching assistants/associates conduct discussion groups, that faculty member has the right of unlimited access to the laboratory or classroom for supervision and/or evaluation purposes.

(b) Where, on the other hand, an employee has full responsibility for the classroom or laboratory, observations or visitations shall be subject to the following:

The employee shall be informed of the name of the observer at least one week in advance of the observation or visitation. Within two weeks after an observation or visitation, the employee shall have an opportunity to meet and discuss the observation or visitation with the observer. A concise written comment by the observer regarding the observation or visitation shall be placed in the evaluation file. Such comment shall not be grievable. Advance notice of the date and time of the observation or visitation may, but need not, be given. If no such advance notice is given, the employee shall have the right, to be exercised within three (3) working days after the meeting with the observer, to request in writing an additional observation or visitation by a different observer. Such additional observation or visitation shall be accomplished prior to the end of the semester.

ARTICLE 4

EMPLOYEE EVALUATION FILE

4.1 There shall be one employee evaluation file in which all written materials used to evaluate employee performance are maintained so that when evaluations and personnel decisions are made, the only documents which may be used are those contained in that file. Employees shall be notified upon request of the location of the employee evaluation file and the identity of the custodian. A notice specifying the location of the official evaluation file shall be posted in each department or comparable unit.

4.2 An employee may examine the employee evaluation file upon reasonable advance notice, during the regular business hours of the office in which the file is kept, normally within the same business day as the employee requests to see it and under such conditions as are necessary to insure its integrity and safekeeping. Upon request and the payment of a reasonable fee for photocopying, an employee may obtain copies of any materials in the evaluation file and may attach a concise statement in response to any item therein. A person designated by the employee may examine that employee's evaluation file with the written authorization of the employee concerned and subject to the same limitations on access that are applicable to the employee.

4.3 UFF agrees to indemnify and hold the Board and the University, and their officials, agents, and representatives, harmless from and against any and all liability for any improper, illegal, or unauthorized use by UFF of information contained in an employee evaluation file.

4.4 In the event a grievance proceeds to arbitration, the Board, UFF, the arbitrator, and the grievant shall have the right to use copies of materials from the grievant's evaluation file relevant thereto in the arbitration proceedings.

4.5 No anonymous material shall be placed in an employee evaluation file, except for student evaluations which are part of a regular evaluation procedure of classroom instruction.

4.6 Evaluative materials or summaries thereof, prepared as part of a regular employee evaluation system, may be placed in an employee evaluation file when signed.

4.7 Materials shown to be contrary to fact shall be removed from the file. This section shall not authorize the removal of materials from the employee evaluation file when there is a dispute concerning a matter of judgment or opinion rather than fact. Materials may also be removed pursuant to the resolution of a grievance.

4.8 Except as noted above, only University and Board officials responsible for the supervision or evaluation of employees may inspect information reflecting evaluation of employee performance contained in such files, except upon order of a court of competent jurisdiction.

ARTICLE 5

ACADEMIC FREEDOM

It is the policy of the Board and UFF to encourage graduate assistants, in fulfillment of their assigned teaching responsibilities, to give their own interpretation of instructional materials used by them -- whether self-chosen or prescribed by the teaching unit -- within the bounds of knowledge and methodologies appropriate to the disciplinary field, under the guidance of the employing department or unit. In fulfilling assigned research duties, graduate assistants will be encouraged to exercise creativity and sound judgment in carrying out the theoretical, conceptual, and methodological design of the research under the guidance of the research supervisor.

ARTICLE 6

WORKLOAD

6.1 No employee shall be assigned employment responsibilities that exceed an average of 10 hours per week for one-fourth time; 13.3 hours per week for one-third time; or 20 hours per week for a one-half time appointment. It is recognized that employee skills and experience differ, causing some employees to spend greater or lesser amounts of time in accomplishing the same assignment. The person making the assignment shall not refer to the actual time spent by a particular employee, but rather what a reasonably competent and efficient employee might accomplish given the same assignment. For the purposes of determining whether an assignment can be accomplished within the time limitations described herein, research and other activities that lead directly or indirectly to an employee's thesis, dissertation, or other degree requirements shall not be counted as part of the assigned workload.

6.2 In the event an employee has reason to believe that the assignment exceeds the guidelines described in the previous paragraph, the employee may, within ten working days following the date on which the employee knew or reasonably should have known that the assignment exceeded the guidelines, notify the faculty supervisor of such reasons and discuss the matter with the individual who has given the assignment. If that discussion does not resolve the dispute, the employee may, within five working days thereafter, request that the assignment be reviewed by a three-person committee. Such review shall be requested by the employee by filing with the chair the form contained in Appendix A, which shall contain the reasons the employee believes the assignment exceeds the guidelines stated in the previous paragraph and the name of a faculty member in the employee's department who shall serve on the review committee. The college dean or designee shall be the second faculty member. The third member shall be a member of the department faculty selected by mutual agreement of the two previously selected members or by alternately striking names from a list of department faculty members until one name remains. The employee may address the committee but the review is specifically intended to be informal. The committee shall, by majority vote, determine whether the assignment exceeds the guidelines stated in the previous paragraph. Such decision shall be rendered as soon as practicable but not later than fifteen working days following the request for review. Upon such a determination, corrective

action shall be taken, including retroactive pay if appropriate. If the committee does not render a decision within the time limit specified above, the employee may file the unresolved dispute with the Vice President for Academic Affairs within five working days of the expiration of the time limit. The Vice President or representative shall render a decision within ten working days of the employee's filing. This expedited procedure shall be the sole and exclusive method for resolving disputes under this article and workload disputes shall not be subject to the Grievance Procedure.

ARTICLE 7

OUTSIDE EMPLOYMENT/CONFLICT OF INTEREST

Outside employment or other activities that the university can show interfere with an employee's obligation to the University or that constitute a conflict of interest are prohibited. No employee shall claim to be an official University representative in connection with any outside employment or other activity. No employee may use University personnel, equipment, or facilities in connection with the outside employment or activity.

ARTICLE 8

NONDISCRIMINATION

Neither the Board nor UFF shall discriminate against any employee based upon race, color, sex, religious creed, national origin, age, veteran status, handicap, marital status, or membership or non-membership in a union. Claims of such discrimination by the University or the Board may be presented as grievances pursuant to Article 11, Grievance Procedure. It is the intent of the parties that matters which may be presented as grievances under Article 11, Grievance Procedure, be presented and resolved thereunder instead of using other procedures. UFF agrees not to process cases arising under this Article when alternate procedures to Article 11 are initiated by the Grievant.

ARTICLE 9

COPYRIGHTS AND PATENTS

9.1 . An employee shall disclose all patentable inventions and technological developments which the employee may develop or discover while an employee of the University. With respect to discoveries or inventions made during the course of approved outside employment, the employee may delay such disclosure for no more than 180 days, when necessary to protect the outside employer's interests, until the decision has been made whether to seek a patent.

9.2 While an employee may, in accordance with Article 7, Outside Employment, engage in outside employment pursuant to a consulting agreement, the Office of Academic Affairs and the Division of Sponsored Research must approve any requirement by the outside employer that the employee waive the employee's/University's rights to any patentable inventions or discoveries which arise during the course of such outside employment. An employee who

proposes to engage in outside employment shall furnish a copy of the University's patents policy to the outside employer prior to or at the time the consulting agreement is executed.

9.3 If the employee's activities involve inventions or discoveries conceived under Federal sponsorship or supported by University funds or resources, then the Office of Academic Affairs and the Division of Sponsored Research shall not grant permission to waive patent rights.

9.4 Reporting Procedures. The employee shall report to the President the nature of the discovery or invention, together with an outline of the project and the conditions under which it was done. If the University wishes to assert its interest in the patent, the President shall inform the employee within a maximum of 135 days. It is understood that every effort shall be made at appropriate administrative levels to expedite the decision-making process and to minimize the time involved. The division of proceeds between the University and the employee generated by the licensing of patent rights or trade secrets shall be negotiated and reflected in a written contract between the University and the employee. All such agreements shall comport with and satisfy any preexisting commitments to outside sponsoring agencies, but the employee shall not commit any act which would tend to defeat the University's interest in the matter, and the University shall take any necessary steps to protect such interest.

ARTICLE 10

INABILITY TO SERVE

An employee shall not be required to perform assigned duties when disabled or otherwise unable to perform them because of injury, illness, jury duty, required U.S. military service, or when unable to so perform because the employee's presence is required elsewhere because of injury, illness, or death in the immediate family. Immediate family shall consist of mother, father, spouse, sister, brother, child, or other relative living in the employee's household. The employee shall notify the supervisor in advance of each leave. Leave under this Article shall be with pay for up to five days per semester appointment. Each employee shall be credited with such five days at the beginning of each semester and shall use leave in increments of not less than one day. Such leave shall not be cumulative.

ARTICLE 11

GRIEVANCE PROCEDURE AND ARBITRATION

11.1 Purpose. The parties agree that all problems should be resolved, whenever possible, before the filing of a grievance and they encourage open communication between administrators and employees so that resort to the formal grievance procedure will not normally be necessary. The parties further encourage the informal resolution of grievances whenever possible. At each step in the grievance process, participants are encouraged to pursue appropriate modes of conflict resolution. The purpose of this Article is to promote a prompt and efficient procedure for the investigation and resolution of grievances. The procedures hereinafter set forth shall be the sole and exclusive method of resolving the grievances of employees.

11.2 Resort to Other Procedures. If prior to seeking resolution of a dispute by filing a grievance hereunder, or while the grievance proceeding is in progress, an employee or UFF seeks resolution of the matter in any other forum, whether administrative or judicial, the employer shall have no obligation to entertain or proceed further with the matter pursuant to this grievance procedure. Further, since the parties do not intend that this grievance procedure be a device for appellate review, the President's response to a recommendation of a hearing officer or other individual or group having appropriate jurisdiction in any other procedure shall not be an act or omission giving rise to a grievance under this procedure.

11.3 Definitions. As used herein:

(a) The term "grievance" shall mean a dispute concerning the interpretation or application of a specific term or provision of this Agreement, submitted on the form contained in Appendix "C", and subject to those exclusions appearing in other Articles of this Agreement.

(b) The term "grievant" shall mean an employee or group of employees who has filed a grievance in a dispute over a provision of this Agreement which confers rights upon them, or UFF which has filed a grievance in a dispute over a provision of this Agreement that confers rights upon UFF. A grievance filed by UFF which alleges a violation of its rights by two or more colleges, or a grievance filed by employees in two or more colleges, shall be initiated at Step 2.

11.4 Representation. UFF shall have the exclusive right to represent any employee in grievances filed hereunder, provided employees may represent themselves or be represented by legal counsel. If an employee elects not to be represented by UFF, the Board or the University shall promptly inform UFF in writing of the grievance. No resolution of any individually processed grievance shall be inconsistent with the terms of this Agreement, and for this purpose UFF shall have the right to have an observer present at all meetings called for the purpose of discussing grievances.

11.5 Grievance Representatives. UFF shall furnish annually to the Board and the University a list of all persons authorized to act as grievance representatives and shall update the list as needed. The UFF grievance representative shall have the responsibility to meet all instructional, research, and other duties and responsibilities incidental to the assigned workload. Some of these activities are scheduled to be performed at particular times. Such representative shall have the right, during times outside of the hours scheduled for these activities, to investigate, consult, and prepare grievance presentations and attend grievance meetings. Should any hearings or meetings with the President, the Board, or their representatives necessitate rescheduling of assigned duties, the representative may, with the approval of the appropriate administrator, arrange for the rescheduling of such duties or their coverage by colleagues. Such approval shall not be unreasonably withheld.

11.6 Appearances. When an employee participates during working hours in arbitration proceedings or in a grievance meeting between the grievant or

representative and the President or Board, or either of their representatives, that employee's compensation shall neither be reduced nor increased for time spent in those activities

Prior to participation in any such proceedings, conferences, or meetings, the employee shall make arrangements acceptable to the appropriate supervisor for the performance of the employee's duties. Approval of such arrangements shall not be unreasonably withheld. Time spent in such activities outside regular working hours shall not be counted as time worked.

11.7 Grievance Forms. All grievances, requests for review, and arbitration notices must be submitted in writing on forms attached to this Agreement as Appendices C, D, and E, respectively, and shall be signed by the grievant. Except for the intitial filing of the grievance, if there is difficulty in meeting any time limit, the UFF representative may sign such documents for the grievant. The college dean, graduate dean, or the Board, or their representatives, may refuse consideration of a grievance not filed in accordance with this Article.

FORMAL GRIEVANCE PROCEDURE

11.8 Step 1. All grievances shall be filed with the college dean or representative, or in the case of grievances initiated at Step 2, with the graduate dean or representative, within 25 days following the act or omission giving rise thereto, or the date on which the employee knew or reasonably should have known of such act or omission if that date is later.

The grievant may, prior to filing the grievance with the college dean, discuss the matter with the faculty supervisor. The faculty supervisor shall have at least 10 days to review the matter following the discussion. Such discussions or any attempt at resolution shall not extend the time for filing with the college dean.

If the grievant has not discussed the matter with the faculty supervisor, or if the faculty supervisor has not had 10 days to review the matter following a discussion, the college dean shall arrange a meeting between the faculty supervisor and the grievant for the purpose of attempting to resolve the grievance informally. The grievant shall have the right to representation by UFF during attempts at informal resolution of the grievance following the filing of the grievance with the college dean.

The college dean or representative shall conduct the Step 1 meeting with the grievant and the UFF representative no later than 10 days following (1) receipt of the grievance if the grievant has already discussed the matter with the faculty supervisor, or (2) receipt of written notice that the grievant wishes to proceed with the Step 1 meeting after having met with the faculty supervisor at the direction of the college dean. The faculty supervisor shall sign the written grievance form indicating that the grievant has discussed the matter with the faculty supervisor. If the faculty supervisor refuses to sign the grievance form, the grievant shall so indicate in the space provided and may proceed to Step 1.

In advance of the Step 1 meeting, the grievant shall have the right, upon request, to a copy of any identifiable and currently existing documents relevant to the grievance. At the Step 1 meeting, the grievant shall have the right to present any evidence in support of the grievance and the

grievant and/or the UFF representative, and the college dean or representative, shall discuss the grievance. The college dean or representative shall issue a written decision, stating the reasons therefor, within 10 days following the conclusion of the meeting. All documents referred to in the decision and any additional documents presented by the grievant shall be attached to the decision, together with a list of these documents. Only those acts or omissions and sections of the Agreement identified at Step 1 may be considered at subsequent steps.

The filing of a grievance shall constitute a waiver of any rights the grievant may have under Chapter 120, Florida Statutes, or under any other University procedures with regard to the matters contained in the grievance. A grievance may be withdrawn at any time by the grievant or by the UFF representative.

11.9 Step 2. If the grievance is not satisfactorily resolved at Step 1, the grievant may file a written request for review with the graduate dean or representative within 25 days following receipt of the Step 1 decision. The graduate dean or representative, and the grievant and/or the UFF representative shall schedule a meeting for the purpose of reviewing the matter no later than 10 days following receipt of the request for review. The graduate dean or representative shall issue a written decision, stating the reasons therefor, within 10 days following the conclusion of the review conference.

The graduate dean shall provide the President or representative with a copy of the Step 2 decision within 5 days after it is issued. The president or representative shall decide within 5 days after receipt whether to review the grievance. The grievant or UFF shall then, no earlier than 5 days nor later than 10 days after the receipt of the Step 2 decision, contact the office of the President to be informed whether the grievance will be reviewed at that level. If the President or representative chooses to review the grievance, the president or representative shall schedule a meeting at a mutually convenient time no later than 10 days after grievant has been notified of the decision to review. The President or representative shall issue a written decision on the grievance within 10 days following the conclusion of the review meeting.

11.10 Step 3. If the grievance has not been satisfactorily resolved at Step 2, UFF may, upon the request of the grievant, proceed to arbitration by filing a written notice of intent to do so. Notice of intent to proceed to arbitration must be filed with the Board or representative within 25 days of receipt of the President's decision not to review or the President's review decision. The notice shall be signed by the grievant and the UFF president or representative. Upon receiving the notice of intent to arbitrate, the Board or representative shall have 5 days to notify the UFF of its decision as to whether to review the grievance. If such option is exercised, the Board or representative shall hold a meeting in Tallahassee with the UFF representative, at a mutually convenient time within 10 days of notification to UFF, to review the grievance. The Board or representative shall have 10 days to issue a decision following the conclusion of the review meeting. The UFF shall have 25 days following the receipt of this decision to confirm to the Board its intent to arbitrate. Failure to so confirm the previous notice of intent to arbitrate shall mean that the grievance is resolved.

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11.11 Selection of Arbitrator. Representatives of the Board and UFF shall meet within 90 days after the execution of this Agreement for the purpose of selecting a fifteen-member Arbitration Panel. Within 14 days after receipt of a notice of intent to arbitrate, or after confirmation of a previous notice of intent to arbitrate as described in 11.10, representatives of the Board and UFF shall meet for the purpose of selecting an arbitrator from the Panel. Selection shall be by mutual agreement or by alternately striking names from the Arbitration Panel list until one name remains. The winner of a coin toss shall be the first to strike a name from the list. If the parties are unable to agree on a panel of arbitrators, they shall follow the normal American Arbitration Association procedure for the selection of an arbitrator. The parties may mutually select as the arbitrator an individual who is not a member of the Arbitration Panel. The arbitration shall be concluded within 90 days following the selection of the arbitrator.

11.12 Authority of the Arbitrator. The arbitrator shall neither add to, subtract from, modify, nor alter the terms or provisions of this Agreement. Arbitration shall be confined solely to the application and/or interpretation of this Agreement and the precise issue(s) submitted for arbitration. The arbitrator shall have no authority to determine any other issue. The arbitrator shall refrain from issuing any statements of opinion or conclusions not essential to the determination of the issues submitted.

If a supervisor has made a judgment involving the exercise of discretion, such as decisions regarding evaluation, the arbitrator shall not substitute the arbitrator's judgment for that of the supervisor, nor shall the arbitrator review such decision except for the purpose of determining whether the decision has violated this Agreement. If the arbitrator determines that the Agreement has been violated, the arbitrator shall direct the University to take appropriate action. An arbitrator may award back pay if the arbitrator determines that the employee is not receiving the appropriate compensation from the University, but the arbitrator may not award other monetary damages or penalties. If notice that further employment will not be offered is not given on time, the arbitrator may direct the University to renew the appointment only upon a finding that no other remedy is adequate, and that the notice was given so late that (1) the employee was deprived of reasonable opportunity to seek other employment, or (2) the employee actually rejected an offer of comparable employment that the employee otherwise would have accepted.

In all grievances except disciplinary grievances, the burden of proof shall be on the employee. In disciplinary grievances, the burden of proof shall be on the Board.

11.13 Arbitrability. In any proceeding, the first matter to be decided is the arbitrator's jurisdiction to act, which decision the arbitrator shall announce. Upon concluding that the arbitrator has no such power, the arbitrator shall make no decision or recommendation as to the merits of the grievance. Upon concluding that the issue is arbitrable, the arbitrator shall normally proceed with the hearing at that time, provided that either party may seek judicial review of the arbitrator's decision as to jurisdiction and have the hearing on the merits of the grievance delayed until such review is completed, pursuant to Florida Statutes, §682.03.

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11.14 Conduct of Hearing. The arbitrator shall hold the hearing in the city where the grievant is employed, unless otherwise agreed by the parties. The hearing shall commence within 25 days of the arbitrator's acceptance of selection or as soon thereafter as is practicable, and the arbitrator shall issue the decision within 60 days of the close of the hearing or the submission of briefs, whichever is later, unless additional time is agreed to by the parties. The decision shall be in writing and shall set forth findings of fact, reasoning, and conclusions on the issues submitted. Except as expressly specified in this Article, the provisions of the Florida Arbitration Code, Florida Statutes, Chapter 682, shall not apply. Except as modified by the provisions of this Agreement or by other agreement of the parties, arbitration proceedings shall be conducted in accordance with the rules and procedures of the American Arbitration Association.

11.15 Effect of Decision. The decision or award of the arbitrator shall be final and binding upon the Board, UFF, and the grievant, provided that either party may appeal to an appropriate court of law a decision that was rendered by the arbitrator acting outside of or beyond the arbitrator's jurisdiction, pursuant to Florida Statutes, §682.13.

11.16 Fees and Expenses. All fees and expenses of the arbitrator shall be divided equally between the parties. Each party shall bear the cost of preparing and presenting its own case. The party desiring a transcript of the arbitration proceedings shall provide written notice to the other party of its intention to have a transcript of the arbitration made at least one week prior to the date of the arbitration. The party desiring such transcript shall be responsible for scheduling a stenotype reporter to record the proceedings. The parties shall share equally the appearance fee of the stenotype reporter and the cost of obtaining an original transcript and one copy for the party originally requesting a transcript of the proceedings. The requesting party shall, at its expense, photocopy the copy of the transcript received from the reporter and deliver the photocopy to the other party within five days after receiving the copy of the transcript from the reporter.

11.17 Time Limits. All time limits contained in this Article may be extended by mutual agreement of the parties, except that the time limits for the initial filing of a grievance may be extended only by agreement between the Board and UFF or their representatives. Upon failure of the Board or the University to provide a decision within the time limits provided in this Article, the grievant or UFF, where appropriate, may appeal to the next step. Upon the failure of the grievant or UFF, where appropriate, to file an appeal within the time limits provided in this Article, the grievance shall be deemed to have been resolved by the decision at the prior step.

11.18 Notification. All grievances, requests for review, notices, and decisions shall be transmitted in person or by certified or registered mail, restricted delivery, return receipt requested. In the event of a question as to the timeliness of any grievance, request for review, notice, or decision, the date of receipt shall be determinative. In the event that any action falls due on a day when the University or the Board (as appropriate) is closed for normal business, the action will be considered timely if it is accomplished by 5:00 p.m. on the following business day.

11.19 Precedent. No complaint informally resolved or grievance resolved prior to arbitration shall constitute a precedent for any purpose unless

agreed to in writing by the Board and UFF acting through its president or representative.

The interpretation of a provision of this Agreement shall not constitute a precedent for interpretation of the same or similar provisions in other collective bargaining agreements operative in the State University System.

11.20 Retroactivity. An arbitrator's award may or may not be retroactive as the equities of each case may demand, but in no case shall an award be retroactive to a date earlier than 35 days prior to the date the grievance was initially filed in accordance with this Article or the date on which the act or omission occurred, whichever is later.

11.21 Processing. The filing or pendency of any grievance, or of arbitration proceedings, under this Article shall not operate to impede, preclude, or delay the Board or University from taking the action complained of. Reasonable efforts, including the shortening of time limits when practical, shall be made to conclude the processing of a grievance prior to the expiration of the grievant's employment, whether by termination or failure to reappoint. In no event shall any employee, as a result of a pending grievance, receive compensation following cessation of employment.

11.22 Reprisal. No reprisal of any kind will be made by the Board, University, UFF or their representatives against any grievant, any witness, any UFF representative, or any other participant in the grievance procedure by reason of such participation.

11.23 Records. All written materials pertinent to a grievance shall be filed separately from the evaluation file of the grievant or witnesses, except decisions resulting from arbitration or settlement.

ARTICLE 12

TUITION AND FEE WAIVERS

Both the Board and GAU agree that waivers of matriculation fees for graduate assistants, as well as waivers of non-resident tuition charges for all out-of-state graduate assistants, are highly desirable in order to attract high quality graduate students to the State University System and to improve the quality of education therein. The Board has formally endorsed the waiver of out-of-state tuition charges as part of the Tuition and Student Fee study recommendations prepared for the 1985 Legislature.

The parties realize that such waivers, to be effective in accomplishing the goal described above, must be accompanied by increased legislative appropriations to offset the loss of revenues occasioned by providing such waivers, and by continuing or increasing levels of legislative funding for graduate assistant stipends.

The parties agree to participate in coordinated lobbying efforts consistent with the above goals and funding considerations.

ARTICLE 13

RESERVED RIGHTS

The Board retains and reserves to itself all rights, powers, and authority vested in it, whether exercised or not, including but not limited to the right to plan, manage, and control the State University System and in all respects carry out the ordinary and customary functions of management.

All such rights, powers, and authority are retained by the Board subject only to those limitations expressly imposed by this Agreement. Only violations of such limitations shall be subject to Article 11, Grievance Procedure.

ARTICLE 14

USE OF FACILITIES

14.1 UFF shall have the right to use University facilities for meetings and all other services on the same basis as they are generally available to other University-related organizations. University-related organizations are defined as follows:

> "University-related Groups and Organizations. These groups and organizations may or may not receive budgetary support. Examples of such groups include: student organizations, honor societies, fraternities, sororities, alumni associations, faculty committees, career service staff council, direct support organizations, the United Faculty of Florida, etc."

14.2 UFF may post bulletins and notices relevant to its position as the collective bargaining representative of the employees on one bulletin board in each building in which a substantial number of employees work. The University shall notify the UFF of the location of said bulletin boards. Materials placed on the designated bulletin boards may not be used for election campaigns for public office, or for exclusive collective bargaining representation.

14.3 At the request of UFF in writing, leaves of absence of at least one semester shall be granted to not more than five employees designated by UFF for the purpose of carrying out UFF's obligation in representing employees and administering this Agreement. Such leave shall be for the employee's FTE rate, i.e., .5 FTE, .33 FTE, etc. If there are fewer than five employees throughout the SUS on such leave, no more than two employees shall be from one University; if five employees, no more than three employees shall be from one University. No more than one employee from a single department need be given such leave. UFF shall reimburse the University for the employee's salary and other benefits. The employee shall have all other rights of employees and shall receive the average salary increase granted to other members of the bargaining unit at that University. The University or the Board shall not be liable for the acts or omissions of said employees in furtherance of union activity during the leave, and UFF shall hold the University harmless for any such acts or omissions. An employee on such leave shall not be evaluated for this activity. UFF shall transmit requests

for such leave to the University President no later than April 10 for leaves in the fall semester and no later than October 20 for leaves in the spring semester.

ARTICLE 15

DUES DEDUCTION

15.1 Pursuant to the provisions of Section 447.303, Florida Statutes, the Board and UFF hereby agree to the following procedure for the deduction and remittance of UFF membership dues and uniform assessments.

15.2 During the term of this Agreement, the Board, by and through the University, agrees to deduct UFF membership dues and uniform assessments, if any, in an amount established by UFF and certified in writing by the UFF Statewide President to the Board, from the pay of those employees in the bargaining unit who individually and voluntarily make such request on a written check-off authorization form as contained in Appendix B to this Agreement.

15.3 Deductions will be made beginning with the first full pay period commencing at least seven full days following receipt by the University of check-off authorization. UFF shall give written notice to the Board of any changes in its dues or uniform assessments at least 45 days prior to the effective date of any such change.

15.4 Remittance. The dues and uniform assessments deducted, if any, shall be remitted by the University to the UFF Statewide President within 30 days following the end of the pay period. Accompanying each remittance shall be a list of the employees from whose salaries such deductions were made and the amounts deducted.

15.5 Termination of Deduction. The Board's responsibility for deducting dues and uniform assessments, if any, from an employee's salary shall terminate automatically upon either (1) 30 days written notice from the employee to the University personnel office revoking that employee's prior check-off authorization, or (2) the discontinuance of the authorizing employee's status within the bargaining unit. The University shall notify the UFF Chapter and the Board of all terminations of deduction prior to their effective date. Employees who have valid dues check-off authorizations filed with the University, whose dues check-off is discontinued because of a leave without pay, shall have their dues check-off resumed upon return to pay status within the bargaining unit.

15.6 Indemnification. UFF assumes responsibility for (1) all claims against the Board and the University, including the cost of defending such actions, arising from their compliance with this Article, and for (2) all monies deducted under this Article and remitted to UFF. UFF shall promptly refund to the University excess monies received under this Article.

15.7 Exceptions. The Board will not deduct any UFF fines, penalties, or special assessments from the pay of any employee.

15.8 Termination of Agreement. The Board's responsibilities under this Article shall terminate automatically upon (1) decertification of UFF or the

suspension or revocation of its certification by the Florida Public Employees Relations Commission, or (2) revocation of UFF's check-off privilege by the Florida Public Employees Relations Commission.

ARTICLE 16

INSURANCE DEDUCTION

The Board agrees to provide one payroll deduction per employee per pay period for the UFF voluntary economic services programs. It is understood that all such programs and deductions will meet requirements of State and Board rules and regulations.

ARTICLE 17

MISCELLANEOUS PROVISIONS

17.1 No Strike or Lockout. The Board agrees that there will be no lockout at the University during the term of this Agreement. UFF agrees that there will be no strike by itself or by any employees during the term of the Agreement.

17.2 Effect of Passage of Law. Any provision of this Agreement which is contrary to law, but becomes legal during the term of this Agreement, shall take immediate effect upon the enactment of such legislation.

17.3 Legislative Action. The Board and UFF agree that neither will attempt to influence or support changes in existing statutes or legislation which would change the terms of this Agreement.

17.4 Venue. For purposes of venue in any judicial review of an arbitrator's decision, the parties elect to submit themselves to the jurisdiction of the courts in Leon County, Florida. In an action commenced in Leon County, neither the Board nor UFF will move for a change of venue based upon the defendant's residence in fact if other than Leon County.

17.5 Copies of Agreement. The Board agrees to provide UFF with 3,000 copies of the ratified Agreement for distribution to employees, to make additional copies of the Agreement available for examination at designated places at the University, and to provide a copy to each new employee upon hiring. If the employee does not receive a copy from the University as part of the hiring process, the employee may obtain one from the UFF chapter. UFF agrees to distribute copies of the Agreement to current employees in the unit when the Agreement is ratified.

17.6 Class Titles. Whenever the Board creates a new class, it shall designate such class as being either within or outside the bargaining unit and shall notify UFF. Further, if the Board revises the specifications of an existing class so that its bargaining unit designation is changed, it shall notify UFF of such new designation. Within 10 days following such notification, UFF may request a meeting with the Board or its representative for the purpose of discussing the designation. If, following such discussion, UFF disagrees with the designation, it may request the Florida Public Employees Relations Commission to resolve the dispute through unit

clarification proceedings. An employee may request a review of the appropriateness of the employee's classification by the appropriate University office. The matter shall not be subject to Article II, Grievance Procedure.

ARTICLE 18

OTHER EMPLOYEE RIGHTS

18.1 Work Space. If the University requires that the assigned duties of an employee be performed in a specific on-campus location, other than the computer center or the library, the University shall make reasonable efforts to provide space for such assignment.

18.2 Mail. Employees shall be entitled to receive employment-related mail at their work location. Each employee shall be notified of a location where such mail may be picked up.

18.3 Safe Conditions. Whenever an employee reports a condition which the employee feels represents a violation of safety or health rules and regulations or which is an unreasonable hazard to persons or property, such conditions shall be promptly investigated.

18.4 Limitation on Personal Liability.

(a) In the event an employee is sued for an act, event, or omission which may fall within the scope of Florida Statutes, §768.28, the employee should notify the President's office as soon as possible after receipt of the summons commencing the action in order that the University and the Board may fulfill its obligation. Failure to notify the employer promptly may affect the rights of the parties.

(b) For information purposes, the following pertinent language of Florida Statutes, §768.28(9) is reproduced herein:

> No officer, employee, or agent of the state or its subdivisions shall be held personally liable in tort for any injuries or damages suffered as a result of any act, event or omission of action in the scope of his employment or function unless such officer, employee, or agent acted in bad faith or with malicious purpose or in a manner exhibiting wanton or willful disregard of human rights, safety or property.

ARTICLE 19

TOTALITY OF AGREEMENT

19.1 The parties acknowledge that during the negotiations which resulted in this Agreement, UFF had the unlimited right and opportunity to present demands and proposals with respect to any and all matters lawfully subject

to collective bargaining, and that all of the understandings and agreements arrived at thereby are set forth in this Agreement, and that it shall constitute the entire and sole Agreement between the parties for its duration.

19.2 Therefore, the Board and UFF, during the term of this Agreement, voluntarily and unqualifiedly waive the right, and agree that the other shall not be obligated, to bargain collectively with respect to any subject or matter, whether or not referred to or covered by this Agreement, even though such subject or matter may not have been within the knowledge or contemplation of the parties at the time they negotiated or signed this Agreement.

19.3 Nothing herein shall, however, preclude the parties from mutually agreeing to alter, amend, delete, enlarge, or modify any of the provisions of this Agreement in writing.

ARTICLE 20

SEVERABILITY

In the event that any provision of this Agreement (a) is found to be invalid or unenforceable by final decision of a tribunal of competent jurisdiction, or (b) is rendered invalid by reason of subsequently enacted legislation, or (c) shall have the effect of a loss to the State of Florida or to the State University System of funds, property, or services made available through federal law, or (d) pursuant to Florida Statutes, §447.309(3), can take effect only upon the amendment of a law, rule, or regulation and the governmental body having such amendatory powers fails to take appropriate legislative action, then that provision shall be of no force or effect, but the remainder of the Agreement shall continue in full force and effect. If a provision of this Agreement fails for reason (a), (b), or (c) above, the parties shall enter into immediate negotiations for the purpose of arriving at a mutually satisfactory replacement for such provision.

ARTICLE 21

AMENDMENT AND DURATION

21.1 The agreement shall become effective on the date it is signed and remain in effect through June 30, 1987, with the following exceptions:

(a) Renegotiation of provisions of the Agreement for the period beginning July 1, 1986 shall begin upon the submission of a request by either party following the signing of this Agreement. Subjects for such renegotiations shall be Stipends (Article 23), Workload (Article 6), and Tuition and Fee Waivers (Article 12).

(b) Negotiations for a successor agreement shall begin upon request by either party between September 1, 1986, and October 1, 1986.

(c) The dates for negotiation of the reopener or for negotiation of the successor agreement may be changed by mutual consent. If the Board and UFF fail to secure a successor agreement prior to the date upon which this Agreement expires, the parties may agree to extend this Agreement for any period of time.

21.2 In the event the Board and UFF negotiate a mutually acceptable amendment, it shall be put in writing and become part of this Agreement upon ratification by both parties.

ARTICLE 22

DEFINITIONS

22.1 Bargaining unit - means those employees, collectively, represented for collective bargaining purposes by UFF pursuant to the certification of the Florida Public Employees Relations Commission.

22.2 Board of Regents, Board or BOR - means the body established by Florida Statutes, Chapter 240, the Chancellor, and Regents Office staff.

22.3 Days - means calendar days.

22.4 Employee - means a member of the bargaining unit.

22.5 Faculty supervisor - means the individual identified by the President or representative as having immediate administrative authority over bargaining unit employees.

22.6 Graduate assistant - means a person employed in the bargaining unit.

22.7 Titles and headings - the title of Articles and headings which precede text are inserted solely for convenience of reference and shall not be deemed to limit or affect the meaning, construction, or effect of any provision of this Agreement.

22.8 UFF - means United Faculty of Florida/Graduate Assistants United.

22.9 University - means the University of Florida and its officials, representatives and agents.

ARTICLE 23

STIPENDS

Assuming a 9.3% increase in OPS funding for the State University System by the 1985 Legislature, all eligible employees shall be provided with a minimum 6.5% increase in their bi-weekly stipends. Any increases in biweekly stipends, regardless of source, shall be credited toward the minimum percentage increase mandated above.

Employees eligible for such increases shall be those who were employed at least one semester during the 1984-85 academic year for at least .25FTE, and who are to be employed as specified above during the 1985-86 academic year.

The effective date for such increases shall be the beginning of an employee's appointment for the 1985-86 academic year.

IN WITNESS WHEREOF, the parties hereto, by their duly authorized officers and agents, have affixed their signature this 26th day of April, 1985.

FOR THE
BOARD OF REGENTS:

Robin Gibson, Chairman

Barbara Nevell, Chancellor

James J. Parry, Negotiator

FOR THE
GRADUATE ASSISTANTS UNITED:

John Polley,
Chief Negotiator

Carl D. Riggs
Madelyn Lockhart
Gene Hemp
Nancy Stepina

Steven Harless
John Lee
Philip Holden
Jeff Roth

TATE UNIVERSITY SYSTEM OF FLORIDA
OARD OF REGENTS/UNIVERSITY OF SOUTH FLORIDA
NITED FACULTY OF FLORIDA/GRADUATE ASSISTANTS UNITED

APPENDIX A
ASSIGNMENT DISPUTE RESOLUTION FORM

ART I: STATEMENT OF DISPUTE

_____ (Employee's Name) _____ (Department) _____ (Address)

Assignment made on _____ (Date) by _____ (Name) to begin _____ (Date)

Date assignment was discussed with faculty supervisor _____

I believe my assignment exceeds contractual guidelines as specified in Article 6 because:

Submitted to _____ (Department Chair) on _____ (Date)

Date received by Department Chair _____

I request that _____, faculty member of this department, serve on the committee that will review this assignment.

_____ (Employee's Signature)

Part II. DECISION OF REVIEW COMMITTEE

Committee Members:

_____	_____	_____
(College Dean or Representative)	(Faculty member designated by employee)	(Department faculty member selected by other two committee members)

Date dispute discussed with employee _____.

By majority vote of this committee, the following decision has been made:

_____ The disputed assignment is not in excess of contractual guidelines as specified in Article 6.

_____ The disputed assignment is in excess of contractual guidelines as specified in Article 6.

Decision issued on _____.
(Date)

By: _____

_____

_____

STATE UNIVERSITY SYSTEM OF FLORIDA
BOARD OF REGENTS/UNIVERSITY OF SOUTH FLORIDA
UNITED FACULTY OF FLORIDA/GRADUATE ASSISTANTS UNITED

Appendix B
DUES CHECK-OFF AUTHORIZATION FORM
GRADUATE ASSISTANTS BARGAINING UNIT

I authorize the Florida Board of Regents, through the University, to deduct from my pay, starting with the pay for the first full pay period commencing not earlier than seven full days from the date this authorization is received by the University, membership dues and uniform assessments of the United Faculty of Florida in such amount as may be established from time to time in accordance with the constitution and bylaws of the UFF and certified in writing to the Florida Board of Regents by the UFF, and I direct that the sum or sums so deducted be paid over to the UFF.

This authorization shall continue until either (1) revoked by me at any time upon thirty days written notice to the University Personnel Office, or (2) the discontinuance of my status within this bargaining unit.

Date: _____ _____
(Employee's Signature)

_____ _____
(Social Security Number) (Name-printed)

_____ _____
(Department) (University)

Effective date if later than above _____

Please return to your UFF Chapter treasurer or UFF State Office, FTP/NEA, 213 South Adams Street, Tallahassee, Florida 32301.

STATE UNIVERSITY SYSTEM OF FLORIDA
BOARD OF REGENTS/UNIVERSITY OF SOUTH FLORIDA
UNITED FACULTY OF FLORIDA/GRADUATE ASSISTANTS UNITED

APPENDIX C

GRIEVANCE

I. GRIEVANT

NAME: _____

UNIVERSITY: _____

COLLEGE: _____

DEPT: _____

OFFICE PHONE: _____

STEP I GRIEVANCE REPRESENTATIVE

NAME: _____

MAILING ADDRESS:

_____

_____

_____

OFFICE PHONE: _____

If grievant is represented by UFF or legal counsel, all University communications should go to the grievant's representative as well as the grievant.

Other address to which University mailings pertaining to grievance shall be sent:

_____

_____

_____

_____

II. GRIEVANCE

Provisions of Agreement allegedly violated (specify Articles and Sections):

_____

_____

_____

Statement of grievance (must include date of acts or omissions complained of):

I am represented in this grievance by (check one - representative should sign on appropriate line):

____ UFF
____ Legal Counsel _____
____ Myself _____

A copy of the following documents must be attached to this Request at the time of its filing with the Graduate Dean or representative:

1. Appendix C - Original grievance form filed with the College Dean
2. Step 1 Decision, with attachments, if issued by College Dean

This Request should be filed with the Graduate Dean's office
(Address):

_____
_____
_____

Copies of Step 2 Decision shall be sent to: Grievant, Step 2 Representative, Step 1 Representative, Step 1 Reviewer, University President or representative, and Board of Regents Office.

APPENDIX E

NOTICE OF ARBITRATION

The United Faculty of Florida hereby gives notice of its intent to proceed to arbitration in connection with the grievance of:

NAME: _____
UNIVERSITY: _____
COLLEGE: _____
DEPT: _____

1. The Graduate Dean's (Step 2) decision is dated _____ and was received on _____.

2. The President's review decision is dated _____ and was received on _____.

OR

The President's decision not to review this grievance is dated _____ and was received on _____.

3. This notice was filed with the Board of Regents Office on _____ by (check one): mail (certified or registered, restricted delivery, return receipt requested) _____; personal delivery _____.

4. Date of receipt by Board office: _____

The following statement of issue(s) before the Arbitrator is proposed:

_____
Signature of UFF Representative

I hereby authorize UFF to proceed to arbitration with my grievance. I also authorize UFF and the Board of Regents or its representatives to use, during the arbitration proceedings, copies of any materials in my evaluation file pertinent to this grievance and to furnish copies of the same to the arbitrator.

_____
Signature of Grievant

A copy of the following must be attached to this request at the time of its filing with the Chancellor or Representative:

1. Appendix C - Original grievance form filed with college dean.
2. Step 1 decision, if issued by college dean (with attachments).
3. Step 2 decision, if issued by graduate dean (with attachments).
4. Presidential review or notice of decision not to review.

Upon receiving the notice of intent to arbitrate, the Board or representative shall have five days to notify UFF of its decision as to whether to review this grievance. If such option is exercised, a meeting will be held and a decision will be issued. UFF shall have 25 days following the receipt of this decision to confirm to the Board or representative its intent to arbitrate. Failure to confirm the previous notice of intent to arbitrate shall mean the grievance is resolved.

This Notice should be sent to: OFFICE OF HUMAN RESOURCES
BOARD OF REGENTS, STATE UNIVERSITY SYSTEM OF FLORIDA
107 W. Gaines St., Collins Bldg., Rm. 210-F
Tallahassee, Florida 32301